

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

- - - - -x

IN RE: NEW YORK CITY ASBESTOS LITIGATION

- - - - -x

APRIL 2012 IN-EXTREMIS LUNG CANCER GROUP, :

Plaintiffs, :

v. :

CRANE CO, ET AL., :

Defendants. :

- - - - -x

Deposition of SAMUEL FORMAN, M.D.

Washington, D.C.

Monday, September 17, 2012

10:00 a.m.

Deposition of SAMUEL FORMAN, M.D., held at the
offices of K&L Gates, LLP, 1601 K Street, NW,
Washington, D.C, pursuant to agreement, before
Cassandra E. Ellis, Registered Professional Reporter
and Notary Public of The District of Columbia.

Job No.: 417769

Pages 1 through 313

Reported by: Cassandra E. Ellis, RPR

1 SAMUEL FORMAN, M.D.

2 Now, as a hypothetical, if
3 the Navy encountered a -- some kind of
4 a warning or a communication that it,
5 itself, did not agree with, then I --
6 then I can't imagine, again, this is
7 all hypothetical, the Navy accepting,
8 acquiescing, approving, you know,
9 depending on the circumstances, of any
10 kind of warning or hazard
11 communication for a hazard that it --
12 it -- it, itself, did not agree
13 existed.

14 Q I -- I think I'm beginning
15 to understand what you're saying. Let
16 me see if I can repeat it and see if
17 it's -- my understanding is getting
18 closer.

19 I think I hear you saying
20 that if a warning on an asbestos
21 product or on a container, any sort of
22 warning about the hazards of asbestos
23 was consistent with the Navy's
24 understanding of the hazard and how it
25 wished to control the hazard, then it

1 SAMUEL FORMAN, M.D.

2 would allow the warning; is that
3 correct?

4 A Yes. And -- and I saw the
5 situation you cited of warnings on
6 containers for thermal insulation
7 starting to appear in the mid 60s as
8 the converse of that, you know, a -- a
9 -- a communication about as- -- an
10 asbestos-related hazard on a container
11 of thermal insulation that would be
12 consistent with the Navy's judgment of
13 the hazard and -- and consistent with
14 how it would control the hazard, and
15 acquiesce, not require it --

16 Q Right.

17 A -- but just be --

18 Q Allowed it?

19 A -- accepting, allow it,
20 but -- but I see that as the converse
21 of a recommendation for some kind of
22 warning or communication for a
23 material or circumstance of use that
24 it, itself, did not accept as being
25 hazardous in the workplaces. So -- so

1 SAMUEL FORMAN, M.D.

2 there's -- there's one assertion.

3 There's the converse of it, one of
4 them, one example, I guess, is an
5 actual example of a label on the
6 outside of a thermal insulation box,
7 you know, and how -- how would the
8 Navy react to that, the others are
9 hypothetical, that is, how about a
10 recommendation for a warning or a
11 hazard communication for a material
12 and circumstances of use that the Navy
13 did not accept as being valid in its
14 workplaces.

15 Q But you cannot cite to an
16 example where, in fact, a company
17 proposed a warning for asbestos that
18 you believed was inconsistent with the
19 Navy's understanding of the hazard or
20 how to control it, and the Navy's
21 actions precluded the fact, you don't
22 know of any actual instance of that
23 happening?

24 A I -- I don't, and that's
25 why I identified the situations as

1 SAMUEL FORMAN, M.D.

2 hypothetical.

3 Q Are you familiar with the
4 military standard that related to
5 markings on containers and packaging
6 that existed from the 1950s, '60s,
7 '70s, and '40s, as well?

8 A I have a general
9 understanding of -- of those sort of
10 things. Again, I don't hold myself
11 out as an expert in the fine points of
12 military procurement.

13 Q Are you aware, or is your
14 knowledge of those military standards
15 such that the military standards
16 themselves to a marking of the
17 packages allowed deviations from what
18 the Navy was requiring, if you had
19 Navy approval?

20 MR. GREEN: Objection
21 to the form. Excuse me,
22 objection to the form of
23 the question, vague and
24 ambiguous.

25 MR. INSCO: Lacks